

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DOC9		PAGE OF PAGES 1 31	
2. CONTRACT (Proc. Inst. Ident.) NO. SPM760-04-C-0008		3. EFFECTIVE DATE 17 Dec 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010236361			
5. ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS MARITIME SOLICITATIONS/AWARDS P.O. BOX 16704 COLUMBUS OH 43216-5010		CODE SP0760	6. ADMINISTERED BY (If other than Item 5) DCMA ATLANTA 805 WALKER ST SUITE 1 MARIETTA GA 30060-2789			CODE S1103A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) HOKE INC 405 CENTURA COURT SPARTANBURG SC 29303-6603				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM
CODE 28968		FACILITY CODE ADDDEL		12. PAYMENT WILL BE MADE BY DFAS-BVDP P.O. BOX 182317 COLUMBUS OH 43218		CODE SL4701	
11. SHIP TO/MARK FOR SEE ADDITIONAL DELIVERY INFO AA 00000							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$137,909.30	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER			
				TEL : _____ EMAIL : _____			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY REFERENCE

52.204-9C04 DPACS/PD2 Notice - CLIN Numbering Changes MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.247-9010 FOB DESTINATION PRICE QUOTING INSTRUCTIONS – SHIPMENT TO DEPOT (JUL 2002)
DLAD

Offerors shall include the cost of transportation in their price quotes. This clause identifies the location (i.e. destination) to use for price quoting purposes. This clause does not modify or supercede any shipping instructions specified elsewhere in the solicitation.

(a) When the Section F Delivery Information Ship To is a Continental United States (CONUS) location, use the Ship To address.

(b) When the Section F Delivery Information Ship To is an outside CONUS (OCONUS) location, use:

(1) New Cumberland, PA. 17070 for European depots (Defense Depots Germerscheime, Germany and Sigonelli, Italy)

(2) Tracy, CA. 95376 for Pacific depots (Defense Depots Sasebo, Japan and Yokosuka, Japan)

End of clause

52.211-9C41 Delivery instructions for New Cumberland, PA and Tracy, CA (NOV 2003) DSCC

NOTICE

DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility

Phone: 1-800-307-8496

New Cumberland, PA

Defense Distribution Depot San Joaquin

Stock, Warehouse 10 - Phone (209) 839-4307

CCP, Warehouse 30 - Phone (209) 839-4518

Tracy, CA

(End of Clause)

52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (SEP 2000)
DSCC

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

(End of Clause)

52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (SEP 2000)
DSCC

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

(End of Clause)

52.242-9C06 ASSIGNMENT OF LOCAL ADMINISTRATION (MAY 2003) DSCC

Local administration of this order is assigned to one of the following Purchasing Specialists based on the location of the State where the vendor resides. Address information is as follows:

Defense Supply Center Columbus
ATTN: FMAZ/Local Administrator's Name
P.O. Box 16704
Columbus OH 43216-5010

Local Admin Name: **Marjorie Christensen**
Email Address: Marjorie.Christensen@dla.mil
Phone: (email please)
FAX: 614-693-1553
States Assigned

ALABAMA, ARKANSAS, LOUISIANA, MICHIGAN, MISSISSIPPI, NORTH CAROLINA, OHIO, SOUTH CAROLINA, and WISCONSIN

Local Admin Name: **Susan Coyer**
Email Address: Susan.Coyer@dla.mil
Phone: 614-692-3638
FAX: 614-693-1553
States Assigned: CONNECTICUT, FLORIDA, INDIANA, and VIRGINIA

Local Admin Name: **Andrea Ferrari**

Email Address: Andrea.Ferrari@dla.mil

Phone: 614-692-5397

FAX: 614-693-1553

States Assigned: ARIZONIA, COLORADO, GEORGIA, IDAHO, MASSACHUSETTS, MONTANA, NEVADA, NEW MEXICO, OREGON, TEXAS, UTAH, WASHINGTON, and WYOMING

Local Admin Name: **Joyce Fisher**

Email Address: Joyce.Fisher@dla.mil

Phone: 614-692-1244

FAX: 614-693-1553

States Assigned: DELAWARE, WASHINGTON D.C., MAINE, NEW HAMPSHIRE, NEW JERSEY, PENNSYLVANIA, RHODE ISLAND, and VERMONT

Local Admin Name: **Carla Smock**

Email Address: Carla.Smock@dla.mil

Phone: 614-692-7510

FAX: 614-693-1553

States Assigned: ALASKA, CALIFORNIA, HAWAII, MARYLAND, OKLAHOMA, and ALL FOREIGN CONTRACTORS

Local Admin Name: **Jeannine Taylor**

Email Address: Jeannine.Taylor@dla.mil

Phone: 614-692-2696

FAX: 614-692-2475

States Assigned: ILLINOIS, IOWA, KANSAS, KENTUCKY, MINNESOTA, MISSOURI, NEBRASKA, NEW YORK, NORTH DAKOTA, SOUTH DAKOTA, TENNESSEE, AND WEST VIRGINIA

(End of Clause)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 4820-00-226-4515	634	Each	\$217.18	\$137,692.12

VALVE,CROSS

FFP

VALVE,CROSS...MANUALLY OPERATED TYPE,3000 PSI RATED STEAM WP AT 70 DEG F,1/4 IN.VALVE SIZE, NICKEL-COPPER ALLOY BODY AND STEM,NICKEL-COPPER ALLOY SEAT AND DISK SEATING SURFACE,END CONNECTIONS IDENTICAL,THD FEMALE COMPRESSION TYPE,ERMETO STYLE,1/4 IN.OD TUBE SIZE. THE MANUFACTURER'S NAME OR ESTABLISHED TRADEMARK SHALL BE PERMANENTLY DISPLAYED ON VALVE BODY. CLASS 3 THREADS APPLY TO THIS NSN. "ASO/NAVSEA/AVSCOM CRITICAL ITEM" ALL WELDING AND CASTING PROCESSES SHALL BE IN ACCORDANCE WITH MIL-STD-278 AND SHALL BE PERFORMED BY PERSONNEL AND PROCEDURES QUALIFIED UNDER MIL-STD-248, WHEN WELDING AND/OR CASTING IS REQUIRED. NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

DWG NR: No

PURCHASE REQUEST NUMBER: 0010236361

NET AMT

\$137,692.12

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: See Method of Preservation code for this requirement.

Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: ASTM-D5118, fiberboard box

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode(s) of transportation to be utilized: (a) Postal Regulations, (b) Department of Transportation Regulations, (c) Civil Air Regulations, (d) Uniform Freight Classification Rules, (e) National Motor Freight Classification Rules, (f) American Truckers' Association Rules, (g) Other applicable carriers' rules, (h) Military Air Regulations for dangerous materials. Consolidation of Shipments. All exterior packs of 1.5 cubic feet or less, having no single dimension (length, width, height) exceeding 40 inches (and when the total number of such containers in any individual shipment exceeds 25), shall be consolidated, using flat pallets, box pallets or containers as the consolidating media. Dangerous goods shall be prepared for shipment according to applicable Department of

Transportation (DOT) regulations and/or international regulations in effect at time of shipment. Shipments by parcel post must comply with Postal Regulations.

Preservation Material: See Method of Preservation code for this requirement

Special Marking: No special marking.

Wrapping Material: See Method of Preservation code for this requirement.

Unit Container: See Method of Preservation code for this requirement

Preservation Method: Special requirement - See specific instructions or drawings provided. For special requirements, use the Add Text feature.

ITEM(S) 0001 - ADDITIONAL INFORMATION 0001

AMPN: Approved Manufacturer Part Number - Cage: Approved Manufacturer

AMPN: DM328-4GT - Cage: 28968

Critical Part Indicator = Y

Quality Control Code = EBA

Start_of_MILPACK_Data

PACKAGING DATA - MIL-STD 2073-1D, 15 DEC 1999

End_of_MILPACK_Data

CLNG/DRY = X

CUSH/DUNN THICKNESS = X

CUSH/DUNN MAT = XX

INTRMDTE CONT = E5

INTRMDTE CONT QTY = AAA

OPI = O

PACK CODE = U

PRESV MAT = XX

PRES MTHD = ZZ

QUP = 001

SPECIAL MARKING CODE = 00

UNIT CONT = XX

WRAP MAT = XX

SUPPLEMENTAL INSTRUCTIONS - "PRESERVATION AND PACKAGING SHALL BE I-A-W THE LATEST REVISION OF FEDERAL SPECIFICATION MIL-V-3, VALVES, FITTINGS & FLANGES."

"WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL "A" PRESERVATION AS CITED IN THE COMMODITY SPECIFICATION."

Start_of_Barcode_Data

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM BC1.

End_of_Barcode_Data

RDD: 2004-04-20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 4820-00-226-4515	1	Each	\$217.18	\$217.18

VALVE,CROSS

FFP

VALVE,CROSS...MANUALLY OPERATED TYPE,3000 PSI RATED STEAM WP AT 70 DEG F,1/4 IN.VALVE SIZE, NICKEL-COPPER ALLOY BODY AND STEM,NICKEL-COPPER ALLOY SEAT AND DISK SEATING SURFACE,END CONNECTIONS IDENTICAL,THD FEMALE COMPRESSION TYPE,ERMETO STYLE,1/4 IN.OD TUBE SIZE. THE MANUFACTURER'S NAME OR ESTABLISHED TRADEMARK SHALL BE PERMANENTLY DISPLAYED ON VALVE BODY. CLASS 3 THREADS APPLY TO THIS NSN. "ASO/NAVSEA/AVSCOM CRITICAL ITEM" ALL WELDING AND CASTING PROCESSES SHALL BE IN ACCORDANCE WITH MIL-STD-278 AND SHALL BE PERFORMED BY PERSONNEL AND PROCEDURES QUALIFIED UNDER MIL-STD-248, WHEN WELDING AND/OR CASTING IS REQUIRED. NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

DWG NR: No

PURCHASE REQUEST NUMBER: 0010236361

NET AMT

\$217.18

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: See Method of Preservation code for this requirement.

Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: ASTM-D5118, fiberboard box

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode(s) of transportation to be utilized: (a) Postal Regulations, (b) Department of Transportation Regulations, (c) Civil Air Regulations, (d) Uniform Freight Classification Rules, (e) National Motor Freight Classification Rules, (f) American Truckers' Association Rules, (g) Other applicable carriers' rules, (h) Military Air Regulations for dangerous materials. Consolidation of Shipments. All exterior packs of 1.5 cubic feet or less, having no single dimension (length, width, height) exceeding 40 inches (and when the total number of such containers in any individual shipment exceeds 25), shall be consolidated, using flat pallets, box pallets or containers as the consolidating media. Dangerous goods shall be prepared for shipment according to applicable Department of Transportation (DOT) regulations and/or international regulations in effect at time of shipment. Shipments by parcel post must comply with Postal Regulations.

Preservation Material: See Method of Preservation code for this requirement

Special Marking: No special marking.

Wrapping Material: See Method of Preservation code for this requirement.

Unit Container: See Method of Preservation code for this requirement

Preservation Method: Special requirement - See specific instructions or drawings provided. For special requirements, use the Add Text feature.

ITEM(S) 0002 - ADDITIONAL INFORMATION 0002

AMPN: Approved Manufacturer Part Number - Cage: Approved Manufacturer

AMPN: DM328-4GT - Cage: 28968

Critical Part Indicator = Y

Quality Control Code = EBA

Start_of_MILPACK_Data

PACKAGING DATA - MIL-STD 2073-1D, 15 DEC 1999

End_of_MILPACK_Data

CLNG/DRY = X

CUSH/DUNN THICKNESS = X

CUSH/DUNN MAT = XX

INTRMDTE CONT = E5

INTRMDTE CONT QTY = AAA

OPI = O

PACK CODE = U

PRESV MAT = XX

PRES MTHD = ZZ

QUP = 001

SPECIAL MARKING CODE = 00

UNIT CONT = XX

WRAP MAT = XX

SUPPLEMENTAL INSTRUCTIONS - "PRESERVATION AND PACKAGING SHALL BE I-A-W THE LATEST REVISION OF FEDERAL SPECIFICATION MIL-V-3, VALVES, FITTINGS & FLANGES."

"WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL "A" PRESERVATION AS CITED IN THE COMMODITY SPECIFICATION."

Start_of_Barcode_Data

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM BC1.

End_of_Barcode_Data

RDD: 2004-04-20

CLAUSES INCORPORATED BY REFERENCE

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

52.211-9C01	Palletization Requirements	NOV 2002
52.211-9C17	Packing List/Invoice/Shipping Documents	JUL 2000
52.211-9C18	Labels	FEB 2003
52.211-9C20	Shipper's Declaration for Dangerous Goods	FEB 2003
52.246-9C41	Packaging and Marking Requirements	FEB 2003

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-9004	Product Verification Testing	JUL 2002
252.246-7000	Material Inspection And Receiving Report	MAR 2003
52.204-9C01	Records Retention Requirements	JUN 1980
52.246-9C02	Acceptance at Origin	NOV 1995
52.246-9C10	Warranty - Acceptance of Supplies	FEB 2003
52.246-9C13	Substitution of Item After Award	JAN 1999
52.246-9C36	Repackaging Before Vendor Notification	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number:

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word "manufacturer" means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

(Vendor fill in 1

☒ Same as Offeror

Applicable to CLIN(s): _____

☐ Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): ALL

PACKAGING

(Vendor fill in 2

☒ Same as Offeror

Applicable to CLIN(s): _____

☐ Same as above

☐ Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): ALL

(End of Clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-APR-2004	634	SEE ADDITIONAL DELIVERY INFO AA 00000 FOB: Destination	ADDDEL
0002	30-APR-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	ADDDEL

ITEM(S) 0001 - ADDITIONAL DELIVERY INFO 0001

Parcel Post:

.
W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICERPO BOX 960001
STOCKTON CA, 95296-0130

.
Freight:

.
W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROADREC WHSE 10
TRACY CA, 95376-5000

ITEM(S) 0002 - ADDITIONAL DELIVERY INFO 0002

Parcel Post:

.
W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITYBUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA, 17070

.
Freight:

.
W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITYBUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA, 17070

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-9C02	Shipping Instructions (Domestic)	AUG 2000

CLAUSES INCORPORATED BY FULL TEXT

52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JAN 2003) DSCC

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

- (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
 Telephone (614) 692-2175
 Telephone (614) 692-7038 ('S9C' - Construction)
 Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master Solicitation is located at:
<http://DIBBS.dsccl.dla.mil/refs/provclauses/> .

(End of Clause)

52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JAN 2003) DSCC

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

- (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
 Telephone (614) 692-2175
 Telephone (614) 692-7038 ('S9C' - Construction)
 Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master Solicitation is located at:
<http://DIBBS.dsccl.dla.mil/refs/provclauses/> .

(End of Clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

BX: 97x 4930 5CBX 001 2630 S33150
AMOUNT: \$137,909.30

CLAUSES INCORPORATED BY FULL TEXT

52.242-9C04 NOTES TO CONTRACT ADMINISTRATION OFFICE (XXX XXXX) DSCC

(a) Delinquency Reports – In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

[] DLA, Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC-
Columbus, OH 43216-5000

(b) Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000 is not applicable.

(c) This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s)

(d) Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s)

(e) Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

(f) Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.204-1(b).

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUL 2003
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUL 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-9002	Priority Rating	MAY 2002
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUL 2003
52.222-3	Convict Labor	JUL 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.239-9000	Y2K Compliance Notice	JUN 2002
52.242-13	Bankruptcy	JUL 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

252.211-7005	Substitutions for Military or Federal Specifications and Standards	FEB 2003
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7032	Waiver Of United Kingdom Levies	APR 2003
252.225-7036	Buy American--North American Free Trade Agreement Implementation Act--Balance of Payments Program	APR 2003
252.225-7036	Buy American--North American Free Trade Agreement Implementation Act--Balance of Payments Program	APR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.215-9C04	Production Facility Changes	APR 1985
52.248-9C01	Engineering Change Proposals-Deviation or Waiver Requests	OCT 2000

CLAUSES INCORPORATED BY FULL TEXT

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of **DoD FAR Supplement (DFARS) (48 CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

Electronic Submission of Payment Requests (MAR 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC

The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the DSCC Contracting Officer. Written requests for a change in production facilities must be submitted to the DSCC Contracting Officer, changes in production facilities may be approved, provided (1) performance by small business or in labor surplus areas as required by the contract will not be changes; (2) the change will not cause a delay in delivery or necessitate a change in the purchase description; (3) the F.O.B. point is not changed; and (4) each request is supported by a price reduction of \$250.00 to cover the government's administrative costs to process the change.

(End of Provision)

Section K - Representations, Certifications and Other Statements of Offerors

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is contained in the **Line Item information.**

(2) The small business size standard is as specified in <http://www.sba.gov/size/index.html> for the NAICS code in paragraph (a)(1) of this provision.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(SRWeb Vendor Fill-in 1

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and)

(SRWeb Vendor Fill-in 2

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.) **(SRWeb Vendor Fill-in 3** (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.)) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

(SRWeb Vendor Fill-in 4

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.)

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(Vendor fill in 1

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(Vendor fill in 2

(b) () It has, () has not, filed all required compliance reports; and)

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

Note: For SR and OE Web purposes the term non-qualifying country end product has been replaced with foreign end product. This is for informational purposes only.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 1999
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.211-9003	Conditions for Evaluation of Offers of Government Surplus Material	MAY 2002
52.213-9005	SR WEB Quoting Information	SEP 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.233-9000	Agency Protests	JUN 2002
52.211-9C13	Availability of Drawings	JAN 2003
52.211-9C21	Referenced Specifications	AUG 2001
52.215-9C02	All or None for Automated Procurements	MAY 2000
52.217-9C01	Supplemental Alternate Offer Guidelines for ASO/NAVSEA/AFSCOM Critical Items	FEB 1994

CLAUSES INCORPORATED BY FULL TEXT

52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF PART NUMBERED ITEMS (JUL 2002) DLAD

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an “exact product,” an “alternate product” (which includes a “previously reverse-engineered product”), a “superceding part number,” or a “previously-approved product;” and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

Exact Product – Applies to CLIN(s): (*Vendor fill-in 1*)

Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s) (*Vendor fill-in 2*:)

Superceding Part Number – Applies to CLIN(s): (*Vendor fill-in 3*.).

Previously-Approved Product – Applies to CLIN(s): (*Vendor fill-in 4*).

(b) “Exact product.”

(1) “Exact product” means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an “exact product” is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering “exact product;” even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

- (i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;
 - (ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
 - (iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.
 - (iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.
- (2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.
- (c) "Alternate product."
- (1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:
- (i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;
 - (ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
 - (iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or
 - (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.
- (2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.
- (3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data

submission are identified in the AID; or, if not specified in the AID, are as follows: [Buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify] (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(3) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains "T" or "U" in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b)(4).

For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Columbus
 Directorate of Procurement
 Alternate Offer Monitor, DSCC-PCA
 3990 East Broad Street
 Columbus, OH 43216-5000

For solicitation numbers beginning with SPE4; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

Defense Supply Center Richmond
 Office of the Competition Advocate
 ATTN: DSCR-DU
 8000 Jefferson Davis Highway
 Richmond, VA 23297-5100

For solicitation numbers beginning with SPE5; or beginning with SP0 and containing “T” or “U” in the ninth position of the PIIN:

Defense Supply Center Philadelphia
Office of the Competition Advocate/General & Industrial
DSCP-PI
700 Robbins Avenue
Philadelphia, PA 19111-5096

“Superceding part number.”

(1) The Offeror must indicate that a “superceding part number” is being offered if the offered item otherwise qualifies as an “exact product,” except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for “alternate products.” (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an “alternate product.”)

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a “superceding part number” should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the “Remarks” section, will make the offer a “bid with exception,” causing it not to be evaluated.)

“Previously-approved product.”

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

(**Vendor fill-in 5:** CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.)

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product’s acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the “Remarks” section, will make the offer a “bid with exception,” causing it not to be evaluated.)

(f) For all types of offers (“exact product,” “alternate product,” “superceding part number,” or “previously-approved product”), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a “superceding part number” or a “previously-approved part number” to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of

evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013. (i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(1) The use in this solicitation of DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.213-9006	OE Web Evaluation Information	JUL 2002
52.215-9C10	Automated Best Value System (ABVS)	NOV 2002